



Town Council Agenda Report

SUBJECT: Resolution

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT EXTENSION FOR MEDICAL DIRECTOR SERVICES BETWEEN THE TOWN OF DAVIE AND JOE NELSON, D.O., M.S.

REPORT IN BRIEF:

The Fire Department would like to extend Dr. Nelson's medical director contract for two years. The estimated cost annually is \$7,800. The two year contract will be for \$15,600.

PREVIOUS ACTIONS:

Town Council previously approved R-98-37 and R-98-323 designating Dr. Nelson as the department medical director.

CONCURRENCES: not applicable

FISCAL IMPACT:

Is appropriation required? no

Funding appropriated? yes

If yes, amount \$7,800.00 annually

Account Name: EMS Contractual Account

RECOMMENDATION(S): Motion to approve the resolution for medical director services agreement extension between the Town of Davie and Joe Nelson, D.O., M.S.

Attachment(s):

Resolution

Medical Director Service Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT EXTENSION FOR MEDICAL DIRECTOR SERVICES BETWEEN THE TOWN OF DAVIE AND JOE NELSON, D.O., M.S.

WHEREAS, the Town Council previously approved an agreement extension for medical direction by Resolution R-98-37 and extended the agreement by Resolution R-98-323; and

WHEREAS, the Town and Joe Nelson, D.O., M.S. wish to extend the agreement for these services; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute an agreement extension with Joe Nelson, D.O., M.S.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute an agreement through September 30, 2001, with Joe Nelson, D.O., M.S. for medical direction.

SECTION 2. The Town Council authorizes the expenditures from the EMS Contractual Services account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

Medical Director Service Agreement

THIS AGREEMENT, made this 1st day of October, 1999 by and between The Town of Davie, Florida, hereinafter referred to as the "Town", and Joe Nelson, D.O., M.S., hereinafter referred to as the "Director".

WHEREAS, the Town has developed a program in Broward County for Advanced Life Support (ALS) and/or Basic Life Support (BLS) service in accordance with Chapter 401, Florida Statutes, and the Town's ambulance contractor already contracts with the Medical Director for Medical Director in Davie and other Florida operations, and the provider desires to officially contract with the Director for medical direction services in accordance with said statute in the operations of the Town.

Witnesseth:

1. Duties and Responsibilities of the Town. The Town agrees to perform and accept the following duties and responsibilities:
 - (a) Provider shall meet or exceed all applicable standards and requirements of the State of Florida for licensure as an Advanced Life Support (ALS) or Basic Life Support (BLS) first response provider, and shall become and remain so licensed where applicable by the State. The Town shall further ensure that its employees, where applicable, to include without limitation Emergency Medical Technicians, Paramedics, become and remain certified and licensed as appropriate under the laws of the State of Florida.
 - (b) The Town agrees to participate, and agrees to cause its employees to participate, in all necessary and applicable county, regional, state or national emergency medical system programs required by law or deemed necessary by written agreement of the Director and the Town of Davie Fire Chief or his designee.
 - (c) The Town shall comply with all directives and procedures of the Director relating to the the quality of care rendered by the emergency medical service, and shall insure that its employees also comply with such directives and procedures. The Town agrees that the Director shall have the right to temporarily remove from medical care duties any paramedic or emergency medical technician who is known or suspected to have violated any protocol, standing order, law statute of State of Florida EMS rule or regulation, pending the outcome of an investigation of such known or suspected action. The investigation of such an alleged violation of protocol, standing order, law, statute or State of Florida EMS rule or regulation shall be conducted under the auspices of the Director and the Town of Davie Fire Chief or his designee. Such removal from medical care duty shall be immediately effective upon written notices to the Town of Davie Fire Chief or his designee and shall comply with due process as set forth in the Firefighter Bill of Rights.
 - (d) "The Town agrees to defend, indemnity and hold harmless the Director from any and all claims liabilities causes of action attorney's fees and costs whatsoever

be resulting from or in connection with the certified paramedic's action, individually or collectively, in the medical care provided in their own discretion and which may not in conjunction with accepted medical procedures governing certified paramedics. Nothing contained herein is intended nor shall be construed to waive the Town's sovereign immunity rights as provided for by Florida Statutes."

(e) The Town agrees to provide the Director, at the Director's request and the Town's expense, administrative support adequate to fulfill the performance of the services under this agreement.

2. Duties and Responsibilities of Director. Director agrees to perform and accept the following duties and responsibilities.

(a) Director agrees to supervise and set standards and establish procedures for the medical performance of the emergency medical technicians and paramedics functioning for the Town's emergency medical service as specified in applicable laws of the State of Florida and such valid regulations as are promulgated thereunder.

(b) Director shall perform such other duties and services for the emergency medical service as are required of a Director by the laws of the State of Florida, valid regulations promulgated thereunder, and this Agreement.

(c) Director shall provide the responsible supervision and control, either directly or through assignees agreed upon by the Director and the Fire Chief of the Town of Davie, of any paramedic or emergency medical technician employed by the Town while rendering emergency medical services as required by the laws of the State of Florida and such valid regulations as may be promulgated thereunder.

(d) Director shall develop the established protocols and standing orders outlining the steps to be followed for handling a particular medical situation or resolving a particular medical problem. Director shall inform the Town of such established protocols and standing orders and shall provide medical supervision of the established protocols and standing orders.

3. Stipend. For and in consideration of his services as Medical Director, The Town will pay the Director an agreed upon monthly amount of \$650.00 and pre-approved expenses incurred to fulfill the performance of the services under this agreement. Approval of expenses shall be accomplished in writing by the Town of Davie Fire Chief before such expenses are incurred.

4. Term. This agreement shall remain in effect for a two year term beginning on October 1, 1999. Either party may terminate this agreement without cause and without liability, penalty or obligation upon on hundred twenty (120) days written notice to the other party, delivered by certified or registered U.S. Mail.

5. Licensure. Each party will present evidence of current licenses to the other. The Town will present any applicable Florida EMS License(s) to the Director for this records. Director will present evidence of current State Board of Medicine and Federal DFEA licenses to the Town to satisfy the state's EMS license file requirements

Copies of all updates licenses and certificates will be exchanged as renewals are processed and received.

This Agreement shall terminate immediately in the event that The Town or Director has their licensing or right to practice or provide first responder service in the State of Florida either suspended or revoked.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Town of Davie:

Witness

By:_____

Witness

Date: _____

Witness

Attest:_____

Town Clerk

Dr. Joe Nelson, Medical Director

Witness

Date: _____